

CONTRACT NO. CA 085883

CONTRACT AND ENCUMBRANCE INFORMATION SHEET

\*\*\*AN ORIGINAL AND 1 COPY OF THIS FORM MUST BE SUBMITTED\*\*\*

THIS SHEET MUST BE COMPLETED, SIGNED BY THE DEPARTMENT HEAD AND DIVISION DIRECTOR AND ATTACHED TO ALL CONTRACT AND RESOLUTION PACKETS BEFORE ANY ACTION WILL BE TAKEN.

1. Department Requesting Services: DIVISION OF COMMUNITY SERVICES
2. Preparer's Name, Telephone #, and E-Mail Address:  
DONNA PAVATTE 545-4263 DONNA.PAVATTE@SHELBYCOUNTYTN.GOV
3. DESCRIPTION OF ITEM TO BE PURCHASED, BUILT, OR SERVICE TO BE PROVIDED:  
PROVIDE CONSULTANT SERVICES FOR FEDERAL INITIATIVES
4. NAME, ADDRESS, VENDOR NUMBER, AND EOC NUMBER OF VENDOR/CONSULTANT/AGENCY WITH WHICH SHELBY COUNTY WILL BE CONTRACTING:  
THE FERGUSON GROUP, LLC  
1130 CONNECTICUT AVE., NW #300  
WASHINGTON, D.C. 20036  
VENDOR NO. 60149  
EOC NO.
5. COST OF ITEM OR SERVICE REQUESTED: \$106,200.00
6. TERM OF PROPOSED CONTRACT/AGREEMENT: 7/1/08 THRU 6/30/09
7. FUND, ORG, AND ACCOUNT NUMBER (13 DIGITS) \*\*FOR MULTIPLE ACCOUNTS, PLEASE SPECIFY DOLLAR AMOUNT FOR EACH\*\*  
010-200301-6637
8. COMMODITY CODE:
9. VENDOR/CONSULTANT/AGENCY SELECTED BY (CHECK ONE):  
\*\*PLEASE ATTACH APPROVAL DOCUMENTS\*\*  
a. ☒ Bid/RFP Process - # & Date 07-006-81 09/25/07  
b. ☐ Emergency/Sole Source
10. LOSB/MBE INFORMATION: Please check the appropriate description  
☐ MBE (MINORITY OWNED BUSINESS ENTERPRISE)  
☐ MALE ☐ FEMALE  
☐ WBE (WOMEN OWNED BUSINESS ENTERPRISE)  
☐ LOSB (LOCALLY OWNED SMALL BUSINESS)  
ANNUAL SALES DOES NOT EXCEED \$3 MILLION  
☐ N/A
11. SPECIAL INSTRUCTIONS (ROUTING, FUNDING, BUDGET TRANSFER IN PROCESS)

REVIEWED AND APPROVED BY:

ELECTED OFFICIAL

DEPARTMENT HEAD

DATE

DIVISION DIRECTOR

DATE

## AMENDMENT TO AGREEMENT

**THIS AMENDMENT** (hereinafter "Amendment") is made and entered into this \_\_\_\_ day of July, 2008, by and between SHELBY COUNTY GOVERNMENT (hereinafter "County") and THE FERGUSON GROUP, LLC (hereinafter "Consultant").

**WHEREAS**, the parties previously entered into an Agreement (hereinafter "Agreement") dated October 1, 2007, for consultant services related to federal initiatives including but not limited to Homeland Security, Law Enforcement, MPO/Transportation, Energy and Water and Economic Development; and

**WHEREAS**, the parties now desire to enter into this Amendment to renew said Agreement and amend the payment terms.

**NOW, THEREFORE**, for and in consideration of the mutual promise of the parties to this agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do agree as follows:

1. The Agreement is hereby renewed for the period beginning July 1, 2008, and ending on June 30, 2009.
2. The cost for said renewal shall not exceed ONE HUNDRED SIX THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$106,200.00), payable in installments of \$8,850.00 per month for the period of July 1, 2008 through June 30, 2009.
3. This Amendment shall be subject to and contingent upon the Board of County Commissioners' adoption of the Fiscal Year 2008-2009 Operating Budget of Shelby County Government, and by approval of the cost for this Amendment within said Operating Budget.
4. Except as amended herein, the terms and conditions of the original Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2008.

**APPROVED AS TO FORM  
AND LEGALITY:**

**SHELBY COUNTY GOVERNMENT:**

\_\_\_\_\_  
Contract Administrator  
Assistant County Attorney

\_\_\_\_\_  
A C WHARTON, JR., MAYOR

THE FERGUSON GROUP, LLC

By: W. Roy G...  
Title: President

## CORPORATE ACKNOWLEDGMENT

STATE OF TENNESSEE  
COUNTY OF SHELBY

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared W. Logan Gwinn, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the The Ferguson Group, the within named bargainor, a corporation, and that he/she as such President, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as President.

WITNESS hand and official seal this 26 day of JUNE, 2008.

Maureen D. Neumark  
Notary Public

My Commission Expires:

9-30-08